

Introduction & Purpose

This text contains the latest terms and conditions relevant to your Energy Supply Agreement with GOTO Energy (UK) Limited. Please read these terms carefully as they outline your commitments to us and our obligations to you. All the terms listed are legally binding. These terms may be updated from time to time and updates will be published on our website www.goto.energy as they become applicable.

Should you have any questions please email us at contact@goto.energy.

Definitions:

“Agreement” includes all relevant information forming the basis of our relationship, including but not exclusively limited to any online application, these terms and conditions (as may be varied from time to time) and with due reference to any documents they may rely upon.

“us” means GOTO Energy (UK) Limited, registered in England and Wales with company number 09844990 and **“we”** and **“our”** will be construed accordingly. Our address is Office 23, 2nd Floor, Innovation House, Discovery Park, Sandwich. CT13 9FF. Our company and its staff are the people behind your energy supply.

“you”, **“your”** and **“Customer”** refer to the person(s) who agreed to the terms of this Energy Supply Agreement. You may be the owner or occupier of a household or microbusiness that already receives its Energy from us and may therefore have previously been a party to a Deemed Contract with us.

“Credit Meter” means any meter that does not require pre-payment as a condition of Supply and **“Credit Meter Customer”** will be construed accordingly.

“Deemed Contract” is a term used by the energy industry and outlined in paragraph 3 of Schedule 6 of the Electricity Act 1989 and in paragraph 8 of Schedule 2b of the Gas Act 1986 to describe any agreement, which is considered formed if you are taking Supply of our Energy at a property, but no terms have been expressly put in place. This may include such circumstances as property vacancy if you are a landlord where we have not agreed special terms or prices directly with you.

“Energy” is the product we sell, either electricity and/or gas as requested by you under the terms of this Agreement or otherwise sold under a Deemed Contract.

“Exit Fee” means the fee you must pay if you switch to another supplier before the end of your Agreement with us.

“Fixed Rate Tariff” is any tariff plan for supply of Energy in which the unit rate charged for consumption is fixed for a period of time as was advertised when you signed up.

“Metering Equipment” refers specifically to all metering and ancillary equipment required to record the quantity of Energy supplied to the Premises. Metering equipment may be referred to as **“Smart”**. A Smart Meter is simply a meter which updates us about your consumption without requiring regular access to your Premises.

“Ofgem” is our regulator, the Office of Gas & Electricity Markets. Ofgem sets the rules regulating your energy supply and operation of the energy markets in Great Britain.

“Premises” means the property to which Energy will be supplied under this Agreement. Energy used will be wholly or mainly used for domestic purposes and if you operate microbusiness you must advise us.

“Prepayment Tariff” is any tariff plan for Supply of Energy which operates using a meter (a **“Prepayment Meter”**) that specifically requires you to pay for Energy in advance and **“Prepayment Meter Customer”** will be construed accordingly.

“Security Deposit” means an advance payment covering potential future charges that we may request from you. The specific amount of security required is determined on a case-by-case basis.

“Supply” covers all the Energy we sell in the form of gas or electricity that is distributed to you via the applicable gas local distribution system or electricity distribution network.

“Supply End Date” The date after which we are no longer responsible for Energy Supply to your Premises.

“Supply Start Date” The date on which we start to Supply Energy to your Premises in circumstances where this Agreement is not a Deemed Contract.

“Variable Rate Tariff” is any tariff plan for Supply of Energy in which the unit rate charged for consumption can rise or fall according to prevailing market conditions. Prices may therefore vary from those advertised when you signed up to our Supply. Price changes will be notified with at least 30 calendar days’ notice prior to coming into effect.

“Welcome Pack” means the electronic notice we send you to confirm acceptance of the Agreement you have made with us. This would include any letters sent to confirm details of a Deemed Contract.

“Working Day” means any day other than a Saturday, Sunday or Bank Holiday as defined by the Banking and Financial Dealings Act 1971.

1. Enrolment – The Start of your Contract

In accepting the terms and conditions of this Agreement you declare that you are over 18 years of age and that you have the necessary authority to commit to and pay for the Energy Supply offered in this Agreement. You agree that the Energy will be used wholly or mainly for domestic use. You will not use Energy for the operation of a micro business unless you have advised us first.

If you have entered into this Agreement together with another person(s) each of you will be held jointly and severally liable for all terms in this Agreement including for money that may become owed to us. Regardless of whether or not you have used an introductory agent, such as a comparison website, we reserve the right to check with credit reference agencies to ensure you are able to pay for your Energy. Such credit check will be at our cost. The outcome of the credit check may limit the range of tariffs available to you and/or may result in you being required to provide a Security Deposit, as detailed in clause 2.4 of these terms.

You understand that our liability to you is limited and excluded as set out in clause 7 of these terms.

This Agreement will start either from the date we agree to become responsible for your Energy Supply, or from when you become responsible for the Premises where Supply will be made, whichever is earlier.

You agree that acting on your behalf we have permission to tell your existing energy supplier to end your current supply agreements and to switch that supply to us.

We will begin Supply of your Energy as soon as possible after the request has been made. We will keep you informed of the date we expect this to be. However please be advised that the actual Supply Start Date may change due to reasons that are outside of our control.

We are not responsible for any charges owed to the previous supplier as a result of you switching supply to us.

The majority of services we provide you are best accessed electronically. This means that a number of communications, including billing, will occur online. It is your responsibility to ensure that you are able to access your account online and that we have a valid email address for you at all times. We may add charges to your account in respect of our costs if you choose alternative methods of communication or you don't provide a valid email address.

2. Paying for your energy consumption

You will be responsible for paying us for the Energy we Supply until the Supply End Date. The Agreement ends when you officially no longer use our Energy.

Consumption is measured in kilowatt hours for both electricity and gas. If you have a Fixed Rate Tariff your charges will be calculated using the rates agreed in that tariff. If you have a Variable Rate Tariff your charges will be calculated using the rates that apply during the relevant period in which the Energy for which we are charging is supplied.

Alongside energy consumption charges we will charge a daily service charge for network connection in respect of the Energy Supply we provide at your Premises. This is often referred to as a standing charge and is expressed on your bill as a number of pence / day.

All energy suppliers are subject to charges for the operation of energy networks and government obligations, which form part of the standing charge. These may be changed as a result of legislative or regulatory instruction and any such changes will result in a change to your standing charge.

VAT will be added to all charges at the appropriate rate. Provided the Energy is used wholly or mainly for domestic use, the VAT rate is currently 5%.

As applicable, we will act in accordance with the direct debit guarantee scheme.

2.1 CREDIT METER CUSTOMERS

This section applies if you are a Credit Meter Customer.

As a Credit Meter Customer, you must keep your account in credit by paying for your Energy Supply in advance by direct debit. Charges for Energy delivered through this method will be automatically deducted from the amount you top up.

If you do not maintain a direct debit with us, your account will be moved onto a Variable Rate Tariff and you will pay for your Energy Supply on receipt of a bill. We will charge an administration fee of £25 to make this change.

In circumstances where you change tariff and no longer pay in advance using direct debit and instead pay for Energy Supply on receipt of a bill, we can ask you to pay a Security Deposit.

As a Credit Meter Customer we will carry debit and credit balances forward to your next monthly bill.

Your first direct debit payment will be made 19 days after we receive your request for us to Supply your Energy, which is typically 2 days before the Supply Start Date. All further payments will be made on a monthly basis on the same day of the month as the Supply Start Date, or such other date of the month as you elect.

2.2 OTHER CUSTOMERS

This section applies if you are not a Credit Meter Customer or a Prepayment Meter Customer.

Calculation of all charges under this Agreement is based on payment for the Energy you have consumed at the Premises as recorded by the installed Metering Equipment in any applicable billing period. The rates charged for Supply are advertised on your tariff plan which can be found with our Welcome Pack or in your online account portal.

2.3 METER READINGS AND BILLING

Any meter readings you give us, or any meter readings we are provided with by an authorised meter reader will be used to calculate accurate Energy consumption for your bill. If no up-to-date meter reading is available, we will use industry standard methods to estimate your billable Energy consumption.

Estimated consumption over a long time can lead to significant billing inaccuracy. To best service your needs we encourage the taking of regular meter readings which can be submitted to us in a number of convenient ways including email, text, mobile app or through the online account portal.

If you have a Fixed Rate Tariff, in order to provide you with the best possible rate, we will request a meter reading from you every 30 days but require a meter reading at least every 60 days. If you fail to give us a meter reading at least every 60 days then a Variable Rate Tariff will apply until such time as you provide us with a meter reading, at which point the Fixed Rate Tariff will resume in effect.

Once issued with an account balance or invoice you must either pay the amount shown in accordance with your chosen payment method or remit the agreed amount by direct debit.

2.4 SECURITY DEPOSITS

A Security Deposit request can be made in advance of your supplier switch to us depending on your credit score; if you change away from a Prepayment Tariff or Credit Meter; or if you repeatedly fail to pay a direct debit or settle your bill after the relevant due date for payment. We may refuse to start any Supply arrangements until a Security Deposit payment has been made. Security Deposits depend on your circumstances and can be up to three times the expected value of your monthly Energy consumption. Security Deposits will be refunded once it is established that it is no longer necessary to protect against non-payment. Arrangements will be reviewed every three months.

We may settle your bill using the Security Deposit if it remains outstanding after the relevant due date for payment. We may cease Supply if we have to use a Security Deposit to settle a bill.

In the alternative, or in event that your Security Deposit is insufficient to settle your bill, we may initiate debt recovery proceedings, which may involve us engaging a debt recovery agency. In doing so we will operate in accordance with our privacy policy at all times.

Delays in Supply enrolment can be caused by a request for Security Deposit payment and we do not accept responsibility for any charges due to your old supplier.

3. Additional billable charges

There are circumstances where we may apply supplementary charges to your account in respect of additional services. In all instances these will be done fairly and at an amount reflective of our actual costs. If you require any service subject to additional charges, we will tell you the amount at the time you agree to those additional services.

Your bill may also include the following charges:

- costs incurred while performing work to your Metering Equipment such as inspections, installation, accuracy testing, location movements and damage repair;
- costs incurred in visiting your property to connect or disconnect your Supply;
- costs incurred in recovering monetary debts you may owe to us. These charges include but are not limited to any administration costs, professional fees, legal costs, bank charges and the full costs associated with installing a Credit Meter at your Premises;
- any missed direct debit payment will incur a Charge of £25;
- all missed appointments will be charged at the full call out rate for our registered suppliers. Pre-arranged appointments can be changed or cancelled with 48 hours minimum notice at no charge; and
- costs borne from changes in law, industry code or regulatory instrument will be passed through to your account in accordance with the terms of that law, industry code or regulatory instrument.

Meter Equipment tampering is both illegal and dangerous and you agree not to do it or permit it to be done at the Premises. We will seek to recover all losses associated with energy theft or any other losses that occur due to Meter Equipment interference.

4. Billing summary

If you believe your bill to be incorrect or if you feel you will have trouble making a current or future bill payment, please contact us immediately. We will investigate any billing inaccuracies as quickly as possible and will reissue your bill if necessary. Direct debits may still be taken even if your bill is reissued, however we will settle any overpayments as soon as possible.

We have the right to install a Prepayment Meter at your Premises under warrant from Magistrates or Sheriff Court. This process does not require your permission.

As a responsible energy supplier we will conduct a review of all direct debit amount every six months ahead of the summer and winter demand seasons. The aim of this review is to make sure that your account balance does not fall behind. If however we feel you are paying too much for your Energy, we will inform you and will adjust the amount as is prudent.

If you would like a refund of any payments made in advance – upon request, we will refund any credit balance that exceeds your expected Energy usage for the next month. This is not possible if you are a Prepayment Meter Customer.

If we make an error with your automatic payment you are entitled to an immediate refund. We will pay any charges or interest you may have incurred from your bank as a result of our error. If you receive a refund that you are not entitled to you must return this to us when asked.

5. Changes to your circumstances

If during your contract with us you experience a change in circumstances the following terms apply.

MOVING HOME

If you are moving home, you will need to let us know at least 2 Working Days before you move out of your Premises. If you would like us to Supply Energy at your new address, we will simply cancel your existing Agreement and create a new one. You will not incur any Exit Fee in this instance. However, if you do not wish us to Supply your Energy at your new property you may incur early Exit Fees. This Exit Fee can be viewed in your online account as well as in your Welcome Pack.

If you move out of your property without informing us with at least 2 Working Days' notice, your Agreement continues until someone else moves in and assumes responsibility for the supply of energy or until the end of the 2 Working Days after you give us notice that you have stopped occupying the Premises. You will be responsible for all associated costs up to this point.

CHANGING YOUR PERSONAL DETAILS

Your personal details, including your contact details, will be kept on your online account portal. Please update them using the online account portal if they change. If you are on the Priority Services Register, please contact us if use of the online account portal causes you any difficulty and we will seek to find an alternative solution, free of charge.

PRIORITY SERVICES REGISTER

We are committed to looking after our vulnerable customers and certain additional protections may be available to you depending on your personal circumstances, or the circumstances of the people living in the Premises. Details about the Priority Services Register are set out in on our website.

AMENDMENTS TO YOUR AGREEMENT

If your Fixed Rate Tariff ends and you have not agreed a new Fixed Rate Tariff with us, you will be automatically transferred onto GOTO Energy standard variable tariff at the end of your Fixed Rate Tariff Term. If you are on a Variable Rate Tariff remember that there is no stipulated end date for your tariff.

You may switch to another GOTO Energy tariff at any time if you have a Variable Rate Tariff, or within 49 days of your Fixed Rate Tariff end date if you have a Fixed Rate Tariff. Once you have agreed a new tariff with us Energy Supply will commence on the rate of that new tariff from the date that you agree a tariff switch.

SWITCHING

You may switch to another energy supplier at any time. In the event of you switching, your Agreement with us will end after 28 days' of us having notice of your intention to switch, provided either another supplier has started supplying energy to the Premises or Supply to the Premises has been disconnected. Unless this Agreement says otherwise, you will be required to pay an Exit Fee. This Exit Fee can be viewed in your online account as well as in your Welcome Pack.

In order to switch supplier, you must have paid all outstanding balances due to us, or your new supplier must agree to take on all outstanding sums due to be paid to us.

ENDING YOUR AGREEMENT

You have the right to cancel your Agreement with us, at no cost to you, within 14 days following our email confirming your request to switch to us from another supplier. However, you will be charged for all Energy consumed, plus any Exit Fee due, if you cancel your Agreement after we have started to Supply Energy to you up to and including the cancellation date.

You may also cancel any tariff switch, at no cost to you, within 14 days following our email confirming your request to switch tariff. In the event of such cancellation, the tariff arrangements that would have been in place had no switch occurred shall be deemed to have been in effect.

You will not incur an Exit Fee if you switch to another supplier or another GOTO Energy tariff and are on a Variable Rate Tariff (including the standard variable tariff); or you switch to another supplier or another GOTO Energy tariff within 49 days of your Fixed Rate Tariff end date.

If you have a Fixed Rate Tariff, you may also cancel your Agreement if you do not agree with any changes that have been made to our standard terms and conditions so long as those changes are not required by law or regulation, and therefore applicable to all energy suppliers. We will continue to Supply Energy on the standard terms and conditions until another supplier takes over your energy supply.

To the fullest extent permissible, we reserve the right to end your Agreement:

- if you are in material breach of the Agreement;
- if you failed to pay what you owed to us when the amount was due;
- if we no longer hold the relevant licences to Supply your Energy;
- at any time by giving you 28 days' notice; or
- you operate a business from the Premises (unless it is a micro business and you have advised us).

If you decide to cancel your Agreement with us and not renew it, we reserve the right to recover any Metering Equipment that we provided to you and you agree to allow us or our appointed representatives access to your Premises for this purpose.

Your Agreement will terminate immediately if Ofgem gives a 'Last Resort Supply Direction' to another supplier regarding gas/electricity relating to your Premises.

Any outstanding payments due to us will continue to be due after termination of your Agreement, unless expressly agreed otherwise.

DISCONNECTING YOUR SUPPLY

We can suspend or disconnect your Energy Supply for the following reasons:

- you have not paid your bill on time;
- you are in material breach of your Agreement;
- We have reason to believe you may have tampered with or damaged the Metering Equipment; or
- We are required to do so by any law, industry code or regulatory instrument.

We will have regard to the Priority Services Register when deciding whether to exercise any right to suspend or disconnect your Energy Supply.

If we suspend or disconnect your Supply, we may ask for a Security Deposit before we restart or reconnect your Supply and you will be required to pay our costs to disconnect and reconnect the Supply.

6. Understanding your meter

The amount of Energy supplied to your Premises is measured by the Metering Equipment that is installed. You must take care to ensure the Metering Equipment is protected and is not damaged or interfered with. If you notice any damage or interference you must inform us immediately.

As stated above, it is essential that you provide regular meter readings, preferably every 30 days but at least every 60 days, to enable us to provide you with an accurate bill.

As your Energy supplier we will need access to your Metering Equipment from time to time. You agree to allow us, or any person who is authorised to act on our behalf, unrestricted access to your Metering equipment. If access to the Metering Equipment is obstructed, you are responsible for removing the obstruction and agree to pay any associated costs in respect of failed visits.

We will carry out a physical inspection of your Metering Equipment at least every 2 years or in accordance with the latest regulatory requirements, whichever is sooner. We may also be required to arrange a safety inspection for your Metering Equipment.

If the Premises has a Smart Meter or if we install a Smart Meter for you, you agree that we will monitor your Energy consumption remotely and can repair and update the Smart Meter remotely.

If the accuracy of your Metering Equipment is disputed by you or us, we will arrange to have the Metering Equipment tested and inspected. If the Metering Equipment is deemed to be working within the statutory limits outlined by the National Measurements Office, the party who disputed the accuracy may be charged for the moving, testing and replacing of the Metering Equipment.

7. Our Liability

Our liability to you will be limited to £10,000 in any calendar year for every unconnected event or £10,000 for any connected series of events that we are directly responsible for if you suffer any loss or damage.

We will not be liable to you for any loss due to a force majeure event (circumstances beyond our control), any indirect, consequential, economic or financial loss which includes loss of revenue, profit, business, good will, wasted expenses, any loss that was not / could not be reasonably foreseen (even if we, our employees, subcontractors or agents did not follow this Agreement), or any loss caused to you by the gas transporter or electricity distributor that exceeds the amount we are allowed to recover from the electricity distributor or gas transporter on your behalf.

As your chosen energy supplier, we do not directly control how reliable the Energy supplied to your Premises is, therefore we cannot guarantee there will be no interruptions. However, we confirm that this relates to whichever energy supplier you could choose.

8. What to do in an emergency

In the event of a power cut check your main fuse box to ensure the master switch is on; also check if your neighbours have an interruption in supply too.

If you have a power cut or see damaged power lines you must inform your local Distribution Network Operator on 105.

If you smell gas, you must call the Gas Emergency Number immediately on 0800 111 999.

If you have caused a stoppage, limitation or disconnection you may have to pay a charge to have your gas or electricity restored.

9. Additional rewards

You may be eligible for additional customer rewards, through which we share the savings arising out of your good account management practices. You will be eligible for these rewards if:

- you make payments by direct debit and do not change your payment date more than twice in any 12 month period;
- you manage your account exclusively using our online account portal (except in the event of us having technical difficulties preventing us from providing you with access to your online account portal or where you are a Priority Services Register Customer and alternative arrangements have been agreed);
- you provide meter readings at least once every 30 days;
- you make all payments on time; and
- we are not required to attend the Premises, except where there is found to be an inaccuracy with the Metering Equipment.

10. National terms of connection

If we Supply you with electricity under this contract, you are also entering a standard connection agreement for your electricity with your local electricity network operator (there is no similar agreement for gas). We are acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your electricity network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your electricity network operator delivers electricity, or accepts electricity from, your home. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association
6th floor
Dean Bradley House
52 Horseferry Road
London SW1P 2AF
www.connectionterms.co.uk